

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	<b>DTFANM-10-R-00090</b>	<b>RFO</b>	<b>MAY 11, 2010</b>	<b>1 OF 43</b>

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
	<b>NM-10-01199</b>	<b>N/A</b>

7. ISSUED BY	8. ADDRESS OFFER TO
<b>DOT/Federal Aviation Administration Acquisition Management Branch, ANM-52 1601 Lind Ave SW Renton, WA 98057</b>	<b>Federal Aviation Administration ATTN: Blaise Ungerman, ANM-52 1601 Lind Ave SW Renton, WA 98057</b>

9. FOR INFORMATION CALL: ➡	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
	<b>BLAISE UNGERMAN</b>	<b>(425) 227-2931</b>

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, Identifying no., date):

1) CONSTRUCTION SPECIFICATIONS AND DRAWINGS, Installation of an Localizer Type Directional Aid (LDA), Distance Measuring Equipment (DME), Glide Slope (GS), Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR), and a Precision Approach Path Indicator (PAPI) to serve runway 19 at the New St. George Airport in St. George, Utah.

2) CONSTRUCTION SPECIFICATIONS AND DRAWINGS, Installation of a Precision Approach Path Indicator (PAPI) and Runway End Identifier Lights (REIL) to serve runway 1 at the New St. George Airport in St. George, Utah.

11. The Contractor shall begin performance upon <u><b>Official Notice to Proceed</b></u> and complete it <u><b>90</b></u> Calendar days after <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See <b>SECTION F</b> )	12B. CALENDAR DAYS
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<b>7 CALENDAR DAYS</b>

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and **three (3)** copies to perform the work required are due at the place specified in Item 8 by **4:00 P.M.** (hour) local time **05/27/2010** (date): Sealed envelopes containing offers shall be the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☒ is, ☐ is not required. The offer guarantee must be **20% of the offer price**.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)		15. TELEPHONE NO. (Include area code)
		16. REMITTANCE ADDRESS (Include only if different than Item 14)
CODE	FACILITY CODE	

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Offerors providing less than the calendar days indicated here for Government acceptance after the date offers are due will not be considered and offer will be rejected.)

AMOUNTS ➡

SEE SCHEDULE, PART I – SECTION B, SUPPLIES/SERVICES &amp; PRICE/COST

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGEMENT OF AMENDMENTS***(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each.)*

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>	20B. SIGNATURE	20C. OFFER DATE
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**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT	23. ACCOUNTING AND APPROPRIATION DATA
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i> ➡	25. RESERVED.
26. ADMINISTERED BY	27. PAYMENT WILL BE MADE BY FAA, MMAC AMZ-110 P.O. BOX 25082 Oklahoma City, OK 73125

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consist of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>		31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>  <b>Angela Mihalek</b>	
30B. SIGNATURE	30C. DATE	31B. UNITED STATES OF AMERICA BY	31C. AWARD DATE

**PART I - SECTION B**  
**SUPPLIES/SERVICES & PRICE/COST**

**B001. PRICES/COSTS:**

Furnish all labor, materials, equipment, transportation, insurance, notifications, licenses, permits, fees and supervision necessary for Installation of an Localizer Type Directional Aid (LDA), Distance Measuring Equipment (DME), Glide Slope (GS), Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR), and a Precision Approach Path Indicator (PAPI) to serve runway 19 and the Installation of a Precision Approach Path Indicator (PAPI) and Runway End Identifier Lights (REIL) to serve runway 1 at the New St. George Airport in St. George, Utah, in accordance with the specifications, drawings, contract clauses, and wage rates.

<b>Contract Line Item (CLIN)</b>	<b>Description</b>	<b>Quantity</b>	<b>Total Price</b>
<b>001</b>	<b>Installation of the Localizer Type Directional Aid (LDA) to serve Runway 19 at the new St. George Airport in St. George, Utah.</b>	<b>1 Job</b>	<b>\$ _____</b>
<b>002</b>	<b>Installation of the Distance Measuring Equipment (DME) to serve Runway 19 at the new St. George Airport in St. George, Utah.</b>	<b>1 Job</b>	<b>\$ _____</b>
<b>003</b>	<b>Installation of the Glide Slope (GS) to serve Runway 19 at the new St. George Airport in St. George, Utah.</b>	<b>1 Job</b>	<b>\$ _____</b>
<b>004</b>	<b>Installation of the Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) to serve Runway 19 at the new St. George Airport in St. George, Utah.</b>	<b>1 Job</b>	<b>\$ _____</b>
<b>005</b>	<b>Installation of the Precision Approach Path Indicator (PAPI) to serve Runway 19 at the new St. George Airport in St. George, Utah.</b>	<b>1 Job</b>	<b>\$ _____</b>

<b>006</b>	<b>Installation of the Precision Approach Path Indicator (PAPI) to serve Runway 1 at the new St. George Airport in St. George, Utah.</b>	<b>1 Job</b>	<b>\$_____</b>
<b>007</b>	<b>Installation of the Runway End Identifier Lights (REIL) to serve Runway 1 at the new St. George Airport in St. George, Utah.</b>	<b>1 Job</b>	<b>\$_____</b>
	<b>TOTAL PRICE (CLINS 001 – 007)</b>		<b>\$_____</b>

**A single award shall be made based on the technical evaluation and price proposal (Please see Section M).**

The offered price shall encompass all costs related to (a) direct and indirect labor, fringe benefits, overhead, G&A expenses, profit, material, equipment, other direct costs, insurance, freight, handling, transportation, inspection, testing, operation and maintenance manuals, bonds, etc., (b) federal, state, and local taxes, (c) all applicable fees permits, licenses, and (d) any miscellaneous charges.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

*Effective April 1, 1996, the Federal Aviation Administration (FAA) began operating under the new FAA Acquisition Management System. The 1996 DOT Appropriation Act, Public Law 104-50, mandated that the FAA rewrite its acquisition regulations and granted legislative relief from certain laws. The Federal Acquisition Regulations (FAR), Federal Acquisition Streamlining Act of 1994, Small Business Act, and Competition in Contracting Act, are three of these laws.*

**B002. PERFORMANCE TIME:**

See PART I – SECTION F, clause 3.2.2.3-71 Starting, Performing, and Completing Work.

**B003. BONDING REQUIREMENTS:**

The contractor must furnish and submit **100%** Performance and Payment Bonds **7 Calendar Days** after contract award.

**B004. INSURANCE REQUIREMENTS:**

Worker's compensation and employer's liability.

1. Employer's liability coverage of at least **\$100,000.00** shall be required.
2. General Liability. Bodily injury liability insurance coverage written on the comprehensive form of policy of at least **\$500,000.00** per occurrence.
3. Automobile liability coverage of at least **\$200,000.00** per person and **\$500,000.00** per occurrence for bodily injury and **\$200,000.00** per occurrence for property damage.

**B005. SOLICITATION QUESTIONS:**

All contractors proposing this project desiring an interpretation or clarification of the specifications, drawings, contract terms and conditions, etc., must make the request by e-mail to Blaise Ungerman at [Blaise.Ungerman@faa.gov](mailto:Blaise.Ungerman@faa.gov). Alternately, you may fax your written questions to (425) 227-1055. Telephone questions will not be accepted. The requestor shall provide a company name, point-of-contact name, address and telephone number; as well as a return e-mail address or FAX number. The Contracting Officer is the only person authorized to make clarifications, interpretations, or changes to this solicitation.

QUESTIONS ARE DUE by: **MAY 18, 2010 at 4:00 P.M. PACIFIC DAYLIGHT TIME (PDT)**

**B006. SITE VISIT:**

See PART IV – SECTION L

**B007. SMALL BUSINESS:**

Small businesses competing for this acquisition shall certify their status on the Business Declaration form inserted following Part IV, Section K. The applicable North American Industry Classification System (NAICS) code for this project is **237130, Power and Communication Line and Related Structures Construction**. The Small Business Administration Size Standard for this NAICS code is **\$33.5 million**.

**ESTIMATED PRICE RANGE FOR THIS CONSTRUCTION PROJECT: \$1,000,000 - \$1,500,000**

**DAVIS-BACON ACT WAGE RATES APPLY – SEE SECTION “J”.**

**OFFERS SHALL INCLUDE ALL APPLICABLE STATE AND LOCAL TAXES.**

**SUBMIT OFFERS TO: SEE PART IV, SECTION L.**

PROPOSALS ARE DUE NO LATER THAN, **MAY 27, 2010, 4:00 P.M. PACIFIC DAYLIGHT TIME (PDT)**. THIS IS A REQUEST FOR OFFERS, THUS NO FORMAL BID OPENING WILL OCCUR AND RESULTS WILL NOT BE AVAILABLE BY TELEPHONE. DO NOT CALL FOR RESULTS.

(END OF SECTION B)

**PART I - SECTION C**  
**SCOPE OF WORK**

**C001. TECHNICAL SPECIFICATIONS AND DRAWINGS:**

You must download a copy of the **Technical Specifications and Drawings** from the FAA Contract Opportunities website: <http://faaco.faa.gov/>. Select “Current Announcements” from the left-side menu, then enter the RFO number in the “By Keyword” search field (**DTFANM-10-R-00090**), and select the resulting hyperlink. At the next web page, download the technical specification file by selecting the appropriate attachment hyperlink.

(END OF SECTION C)

**PART I - SECTION D**  
**PACKAGING AND MARKING**

*Not Applicable for this Contract.*

(END OF SECTION D)

**PART I - SECTION E**  
**INSPECTION AND ACCEPTANCE**

**3.1-1 Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.10.4-10 Inspection of Construction** (September 2009)

(END OF SECTION E)



**PART I - SECTION F**  
**DELIVERIES OR PERFORMANCE**

**3.1-1 Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.10.1-24 Notice of Delay** (February 2009)

**3.2.2.3-71 Starting, Performing and Completing Work** (July 2004)

The Contractor (you) must

- (a) begin work under this contract upon the date you receive the notice to proceed,
- (b) perform the work diligently, and
- (c) the **Localizer Type Directional Aid (LDA) and Glide Slope (GS)** must be completed **thirty (30) calendar days** after date of official notice to proceed, and
- (d) complete the entire work ready for use not later than **ninety (90) calendar days** after date of official notice to proceed. The time allowed for completion must include final cleanup of the premises.

(End of clause)

(END OF SECTION F)

**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**3.1-1      Clauses and Provisions Incorporated by reference** (December 2005)

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**3.2.2.3-62      Preconstruction Conference** (July 2004)

**3.10.1-23 Contracting Officer's Representative-Construction Contracts** (July 2008)

(a) The Contracting Officer may appoint other Government personnel to accomplish certain contract administration matters. While there shall be various titles and divisions of duties for these individuals, generically they are known as Contracting Officer's Technical Representatives (COTRs). The Contracting Officer will provide written notice of COTR appointment(s), setting forth the authorities and limitations, to the Contractor within prior to the notice to proceed. COTR duties may include, but are not limited to:

(1) Perform as the authorized representative of the Contracting Officer for technical matters, including interpretation of specifications and drawings, and inspection and review of work performed.

(2) Perform as the authorized representative of the Contracting Officer for administrative matters, including reviewing payments, and updated delivery schedules.

(b) These representatives are authorized to act for the Contracting Officer in all specifically delegated matters pertaining to the contract, except:

(1) contract modifications that change the contract price or cost, technical requirements or time for performance, unless delegated field change order authority;

(2) suspension or termination of the Contractor's right to proceed, either for default or for convenience;

(3) final decisions on any matters subject to appeal, e.g., disputes under the "Contract Disputes" clause; and

(4) final acceptance under the contract.

(End of clause)

**G001. CORRESPONDENCE:**

Proper routing and distribution of correspondence is required to insure that the Contracting Officer has knowledge of pertinent action taken relating to the contract. The Contractor shall furnish to the Contracting Officer copies of **ALL** written correspondence provided to the Contracting Officer's Technical Representative (COTR), including transmittal letters. Submittals accompanying transmittal letters to the COTR **SHALL NOT** be forwarded to the Contracting Officer.

DOT, FEDERAL AVIATION ADMINISTRATION  
ACQUISITION MANAGEMENT BRANCH – ANM-52  
ATTN: BLAISE UNGERMAN  
1601 LIND AVE S.W.  
RENTON, WA 98057

**G002. INVOICE SUBMISSION:**

The Contractor shall submit certified request for payment(s) to the COTR for verification who will forward to the Contracting Officer.

**G003. SUBCONTRACT ACKNOWLEDGEMENT:**

Within ten (10) days after contract award of any tier subcontract for performance or work at the construction site, the contractor shall deliver to the Contracting Officer an executed **SF 1413, Statement and Acknowledgement** form by which the contractor and the subcontractor acknowledges that the labor standards clauses of this contract have been included in the subcontract and in any lower tier subcontract awarded by her for work under this contract (also reference contract clause **3.6.2-22 Subcontracts (Labor Standards)**). The Contracting Officer shall furnish copies of the form to the contractor. Nothing contained in this contract shall create any contractual relation between a subcontractor and the Government.

(END OF SECTION G)

## PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

### 3.1-1     **Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

#### **H001. CLEAN UP:**

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

#### **H002. FAA FACILITY REGULATIONS:**

Contractor personnel, including employees of subcontractors, suppliers, etc., working on or visiting an FAA facility shall abide by all appropriate traffic, parking, security, and airport regulations in effect at that facility.

#### **H003. APPLICABLE MINIMUM HOURLY RATES OF WAGES:**

(a) The wage determination decision of the Secretary of Labor in this contract specifies the minimum hourly rates of wages which shall be paid to laborers and mechanics employed or working upon the site of the work. These rates have been determined by the Secretary of Labor in accordance with the provisions of the Davis-Bacon Act, as amended, to be the prevailing rates for the corresponding classes of laborers employed on contracts of a similar character in the locality where this work is to be performed.

(b) While the wage rates given in the decision are the minimum rates required to be paid during the life of the contract, it is the responsibility of bidders to inform themselves as to local labor conditions such as the prevailing wage rates, the length of the work day and work week, overtime compensation fringe benefit payments, available labor supply, and prospective changes or adjustment to wage rates. The contractor shall abide by and conform to all applicable laws, Executive Orders, and rules, regulations and orders of the Secretary of Labor. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed in the contract wage determination decision.

(c) The wage determination decision of the Secretary of Labor in the contract is solely for the purpose of setting forth the minimum hourly wage rates required to be paid during the life of the contract is not to be accepted as a guarantee, warranty or representation as the wage rates indicated.

**NOTE: THE DAVIS-BACON ACT IS APPLICABLE (SEE CONTRACT CLAUSES). REFERENCE THE ATTACHED GENERAL WAGE DECISION NO. [UT100045, 03/12/2010 UT45](#), FOR THE PREVAILING WAGES IN WASHINGTON COUNTY, UTAH (SEE SECTION "J"). THIS WAGE DECISION IS HEREBY INCORPORATED INTO THIS REQUEST FOR OFFER (RFO) AND WILL BE A PART OF ANY RESULTANT CONTRACT.**

**H004 WARRANTY:**

The warranty provisions of FAA AMS clause **3.10.1-20 Warranty-Construction** are hereby incorporated into the subject contract as presenting the minimum period of coverage and terms under the contract. This minimum coverage period does NOT represent the extended warranty period applicable and required for certain items and deliverables as covered in the specifications. For example, the contractual warranty period for roofing is **20** years. In the event of any discrepancy between warranty coverage as set forth in the specifications and the warranty provisions of the above referenced clause, under no circumstances shall the warranty period be interpreted to be less than one (1) year, not the rights and remedies available to the government be any less than as provided by FAA AMS clause 3.10.1-20.

(END OF SECTION H)

## PART II - SECTION I CONTRACT CLAUSES

### 3.1-1      **Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.1.7-2      Organizational Conflicts of Interest** (August 1997)
- 3.2.2.3-8    Audit and Records** (February 2009)
- 3.2.2.3-25   Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data**  
(July 2004)
- 3.2.2.3-27   Subcontractor Cost or Pricing Data** (July 2004)
- 3.2.2.3-33   Order of Precedence** (February 2009)
- 3.2.2.3-42   Differing Site Conditions** (July 2004)
- 3.2.2.3-43   Site Investigation and Conditions Affecting the Work** (July 2004)
- 3.2.2.3-45   Material and Workmanship** (July 2004)
- 3.2.2.3-46   Supervising the Contract Work** (July 2004)
- 3.2.2.3-47   Permits and Responsibilities** (July 2004)
- 3.2.2.3-48   Other Contracts** (February 2009)
- 3.2.2.3-49   Protecting Existing Vegetation, Structures, Equipment, Utilities, and Improvements**  
(July 2004)
- 3.2.2.3-50   Property Protection** (February 2009)
- 3.2.2.3-51   Operations and Storage Areas** (July 2004)
- 3.2.2.3-52   Use and Possession Before the Project is Complete** (July 2004)
- 3.2.2.3-53   Cleaning Up and Roadway Maintenance** (July 2004)
- 3.2.2.3-54   Preventing Accidents** (July 2004)
- 3.2.2.3-55   Availability and Use of Utility Services** (July 2004)
- 3.2.2.3-56   Schedules for Construction Contracts** (July 2004)
- 3.2.2.3-57   Quantity Surveys** (July 2004)
- 3.2.2.3-58   Layout of Work** (February 2009)
- 3.2.2.3-59   Organization and Direction of the Work** (July 2004)
- 3.2.2.3-60   Specifications, Drawings, and Material Offers** (February 2009)
- 3.2.2.3-62   Preconstruction Conference** (July 2004)
- 3.2.2.3-66   Contractor's Daily Log** (July 2004)
- 3.2.2.3-67   Special Precautions for Work at Operating Airports** (July 2004)
- 3.2.2.3-68   Safety and Health** (July 2004)
- 3.2.2.7-6    Protecting the Government's Interest when Subcontracting with Contractors Debarred,  
Suspended, or Proposed for Debarment** (February 2009)
- 3.2.2.7-8    Disclosure of Team Arrangements** (April 2008)
- 3.2.5-1      Officials Not to Benefit** (April 1996)
- 3.2.5-3      Gratuities or Gifts** (January 1999)
- 3.2.5-4      Contingent Fees** (October 1996)
- 3.2.5-5      Anti-Kickback Procedures** (October 1996)
- 3.2.5-8      Whistleblower Protection for Contractor Employees** (April 1996)
- 3.3.1-2      Payments under Fixed-Price Construction Contracts** (April 1996)
- 3.3.1-9      Interest** (September 2009)
- 3.3.1-10     Availability of Funds** (April 1996)
- 3.3.1-15     Assignment of Claims** (April 1996)
- 3.3.1-19     Prompt Payment for Construction Contracts** (September 2009)
- 3.3.1-31     Progress Payments** (November 2000)

- 3.3.1-34 Payment by Electronic Funds Transfer- Central Contractor Registration**  
(February 2009)
- 3.3.2-1 FAA Cost Principles** (October 1996)
- 3.4.1-1 Proposal Guarantee** (April 1996)
- 3.4.1-4 Performance Bond Requirements** (April 1996)
- 3.4.1-5 Payment Bond Requirements** (April 1996)
- 3.4.1-6 Additional Bond Security** (April 1996)
- 3.4.1-7 Notice to Proceed** (April 1996)
- 3.4.1-10 Insurance - Work on a Government Installation** (July 1996)
- 3.4.1-12 Insurance** (July 1996)
- 3.4.2-6 Taxes - Contracts Performed in U.S. Possessions or Puerto Rico** (October 1996)
- 3.4.2-8 Federal, State, and Local Taxes - Fixed Price Contract** (April 1996)
- 3.5-1 Authorization and Consent** (January 2009)
- 3.5-2 Notice and Assistance Regarding Patent and Copyright Infringement** (January 2009)
- 3.5-4 Patent Indemnity - Construction Contracts** (January 2009)
- 3.6.1-1 Notice of Total Small Business Set-Aside** (July 2006)
- 3.6.1-3 Utilization of Small, Small Disadvantaged and Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns** (February 2009)
- 3.6.1-4 Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan** (January 2010)
- 3.6.1-7 Limitations on Subcontracting** (July 2008)
- 3.6.1-15 Post-Award Small Business Program Rerepresentation** (January 2010)
- 3.6.2-1 Contract Work Hours and Safety Standards Act-Overtime Compensation** (September 2003)
- 3.6.2-2 Convict Labor** (April 1996)
- 3.6.2-9 Equal Opportunity** (August 1998)
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans** (April 2007)
- 3.6.2-13 Affirmative Action for Workers With Disabilities** (April 2000)
- 3.6.2-16 Notice to the Government of Labor Disputes** (April 1996)
- 3.6.2-18 Davis Bacon Act** (May 2009)
- 3.6.2-19 Withholding-Labor Violations** (April 1996)
- 3.6.2-20 Payrolls and Basic Records** (June 1999)
- 3.6.2-21 Apprentices, Trainees, and Helpers** (April 1996)
- 3.6.2-22 Subcontracts (Labor Standards)** (April 1996)
- 3.6.2-23 Certification of Eligibility** (April 1996)
- 3.6.2-35 Prevention of Sexual Harassment** (August 1998)
- 3.6.2-39 Trafficking in Persons** (January 2008)
- 3.6.3-13 Recycle Content and Environmentally Preferable Products** (April 2009)
- 3.6.3-14 Use Of Environmentally Preferable Products** (April 2009)
- 3.6.3-16 Drug Free Workplace** (February 2009)
- 3.6.4-3 Buy American Act - Construction Materials** (July 1996)
- 3.6.4-5 Buy American - Steel and Manufactured Products** (July 1996)
- 3.6.4-10 Restrictions on Certain Foreign Purchases** (April 1996)
- 3.6.5-1 Utilization of Indian Organizations and Indian Owned Economic Enterprises** (February 2009)
- 3.7-1 Privacy Act Notification** (October 1996)
- 3.7-2 Privacy Act** (October 1996)
- 3.9.1-1 Contract Disputes** (September 2009)
- 3.9.1-2 Protest After Award** (August 1997)
- 3.10.1-7 Bankruptcy** (April 1996)
- 3.10.1-8 Suspension of Work** (August 1998)
- 3.10.1-12 Changes - Fixed-Price** (April 1996)

**3.10.1-15 Changes-Construction, Dismantling, Demolition, or Removal of Improvements** (July 1996)

**3.10.1-16 Changes and Changed Conditions** (April 1996)

**3.10.1-20 Warranty-Construction** (April 1996)

**3.10.1-25 Novation and Change-Of-Name Agreements** (October 2007)

**3.10.2-1 Subcontracts (Fixed-Price Contracts)** (April 1996)

**3.10.3-1 Definitions** (April 2004)

**3.10.3-2 Government Property - Basic Clause** (April 2004)

**3.10.4-23 Contractor and Subcontractor Compliance with Fastener Act** (November 1997)

**3.10.6-6 Default (Fixed Price Construction)** (October 1996)

**3.13-3 Printing/Copying Double-sided on Recycled Paper** (July 2008)

**3.13-5 Seat Belt Use by Contractor Employees** (January 1999)

**3.14-3 Foreign Nationals as Contractor Employees** (April 2008)

### **3.2.2.3-41 Performing Work** (July 2004)

The Contractor (you) must perform, using your own organization, work equivalent to at least **15 %** percent of the total amount of work under the contract on the site. The CO may modify this contract to reduce this percentage if you request a reduction and the CO determines that it would be to the Government's advantage to do so.

(End of clause)

### **3.2.2.3-60 Alternate II Specifications, Drawings, and Material Offers** (July 2004)

(k) When you finish the work under this contract, you must provide **three (3)** complete sets of all shop drawings as we finally approve them. These drawings must show all changes and revisions made up to the time you finish the work and we accept it.

(End of clause)

### **3.3.1-33 Central Contractor Registration** (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of



any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

### **3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)**

(a) The contractor shall report at least annually, as required by the Secretary of Labor, on:

(1) The number of special disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of special disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form titled 'Federal Contractor Veterans' Employment Report VETS-100.'

(c) Reports shall be submitted no later than March 31 of each year beginning March 31, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C. 2012(d) shall invite all special disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 2012 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided, that the information will be kept confidential, that disclosure or refusal to provide the information will not subject the applicant of employee to any adverse treatment and

that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 2012.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

### **3.6.2-24 Affirmative Action Compliance Requirements for Construction (November 1997)**

(a) Definitions.

(1) "Employer identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

(2) "Minority," as used in this clause, means

(i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause, including the goals for minority and female participation stated herein.

(c) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for minority participation: 19.1 %

Goals for female participation: 6.9 %

Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Office of Federal Contract Compliance Programs (OFCCP) area office within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this screening information request. The notification shall list the:

(1) Name, address, and telephone number of the subcontractor,

(2) Employer identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) The Contractor shall implement the affirmative action procedures in subparagraphs (f)(1) through (7) of this clause. The goals stated in this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(f) The contractor shall take affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other on-site supervision, personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Immediately notify the OFCCP area office when the union or unions, with which the Contractor has a collective bargaining agreement, has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(3) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (f)(2) above.

(4) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct reviews of this policy with all on-site supervision, personnel prior to initiation of construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(5) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(6) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(7) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and -female contractor associations and other business associations.

(g) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (f)(1) through (7). The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant, may be useful in achieving one or more of its obligations under subparagraphs (f)(1) through (7).

(h) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(i) The contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(j) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(k) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Nondiscrimination and Affirmative Action clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(l) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance.

(End of clause)

### **3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (October 2009)**

1. During the term of this contract, the contractor agrees to post a notice in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information [except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)].

#### **NOTICE TO EMPLOYEES**

Under federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address:

National Labor Relations Board  
 Division of Information  
 1099 14th Street, NW  
 Washington, D.C. 20570  
 1-866-667-6572  
 1-866-315-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at: [www.nlrb.gov](http://www.nlrb.gov).

2. The contractor will comply with all provisions of E.O. 13502 of February 6, 2009, and related rules, regulations, and orders of the Secretary of Labor.

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in or adopted pursuant to E.O. 13502 of February 6 2009. Such other sanctions or remedies may be imposed as are provided in E.O. 13502 of February 6, 2009, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to E.O. 13502 of February 6, 2009, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(End of Clause)

### **3.6.2-41 Employment Eligibility Verification (September 2009)**

(a) Definitions:

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the Employment Eligibility Verification clause. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in Department of Homeland Security's Employment Eligibility Verification system ("E-Verify") at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees.

(A) Enrolled 90 calendar days or more.

The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 calendar days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official by the terminating agency.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of

this clause. If the Contractor is suspended or debarred as a result of the MOU termination, the contractor is not eligible to participate in E-Verify during the period of its suspension or debarment. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that is for Noncommercial services or construction with a value greater than \$3,000 and includes work that is performed inside of the United States.

(End of Clause)

### **3.6.3-12 Asbestos - Free Construction (April 2009)**

(a) In performing this contract, the Contractor shall not use asbestos or asbestos-containing building materials during construction, renovation, and/or modernization of this facility and shall provide to the Contracting Officer (CO) a signed statement [CO state due date of statement here related to completion of the project] indicating that to the best of its knowledge, no asbestos or asbestos-containing building materials were used during construction, renovation, and/or modernization of this facility. The Contractor's certification under this clause is considered to be a material requirement of the contract and the FAA may withhold payment pending submittal and receipt of an acceptable certification.

(b) The FAA CO may authorize sample testing of contractor building materials used during construction, renovation, and/or modernization of this facility to verify that they are asbestos-free. The FAA will bear the expense of this testing unless the testing reveals that the Contractor used asbestos-containing building material in performing this contract. If asbestos-containing material is found, the Contractor shall remove and replace the asbestos-containing material and decontaminate the site of asbestos contamination caused by the Contractor at no additional cost to the Government. In addition, the Contractor shall bear the expense of the original testing and retesting to determine that the asbestos removal and site decontamination are satisfactorily completed.

(End of clause)

### **3.10.1-19 Modification Cost Proposal - Price Breakdown (Construction) (April 1996)**

(a) The contractor, in connection with any proposal it makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. The breakdown shall be in enough detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or



changed. Any amount claimed for subcontracts shall be supported by similar price breakdowns from those subcontractors.

(b) In addition, if the proposal includes a time extension, a justification thereof shall also be furnished. Notwithstanding any other provisions of this contract, it is mutually understood that the time extension for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of work. The contract completion dates will be extended only for those specific elements so delayed and the remaining contract completion dates for all other portions of the work will not be altered.

(c) The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

(End of clause)

(END OF SECTION I)

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

**J001. DAVIS-BACON ACT WAGE DETERMINATION GENERAL DECISION NUMBER:**  
**WASHINGTON COUNTY, UTAH, UT100045, 03/12/2010 UT45**

**J002. CUSTOMER SATISFACTION SURVEY FORM**

**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**3.1-1 Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.2.5-2 Independent Price Determination** (October 1996)

**3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions** (June 1999)

**3.2.2.3-2 Minimum Offer Acceptance Period** (July 2004)

- (a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.
- (b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.
- (c) We require a minimum acceptance period of sixty (60) calendar days
- (d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.
- (e) We may reject an offer allowing less than the FAA's minimum acceptance period.
- (f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:
- (1) The acceptance period stated in paragraph (c) of this provision; or
  - (2) Any longer acceptance period stated in paragraph (d) of this provision.
- (End of provision)

**3.2.2.3-10 Type of Business Organization** (July 2004)

By checking the applicable box, the offeror (you) represents that--

- (a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_ [specify what type of organization].
- (b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ .  
 (country)
- (End of provision)

**3.2.2.3-15 Authorized Negotiators** (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone number: \_\_\_\_\_

(End of provision)

**3.2.2.3-70 Taxpayer Identification** (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

### **3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently

required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such

additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

### **3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

### **3.6.2-5 Certification of Nonsegregated Facilities (February 2009)**

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing

facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

**3.6.2-6 Previous Contracts and Compliance Reports (April 1996)**

The offeror represents that--(a) It [ ] has, [ ] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It [ ] has, [ ] has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

**3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)**

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: \_\_\_\_\_

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)



**BUSINESS DECLARATION**

1. Name of Firm: \_\_\_\_\_ Tax Identification No.: \_\_\_\_\_
2. Address of Firm: \_\_\_\_\_
3. Telephone Number of Firm: \_\_\_\_\_
4. a. Name of Person Making Declaration \_\_\_\_\_
- b. Telephone Number of Person Making Declaration \_\_\_\_\_
- c. Position Held in the Company \_\_\_\_\_
5. Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American      ☐ b. Hispanic American      ☐ c. Native American      ☐ d. Asian American
- ☐ e. Other Minority (*Specify*) \_\_\_\_\_ ☐ f. Other (*Specify*) \_\_\_\_\_
- ☐ g. Female    ☐ h. Male    ☐ i. 8(a) Certified (*Certification letter attached*)    ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes      ☐ b. No      (*If "NO," provide the name and telephone number of the person who has this authority.*) \_\_\_\_\_
7. Nature of Business (*Specify all services/products (NAICS)*) \_\_\_\_\_
8. (a) Years the firm has been in business: \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_
9. Type of Ownership: ☐ a. Sole Ownership    ☐ b. Partnership
- ☐ c. Other (*Explain*) \_\_\_\_\_
10. Gross receipts of the firm for the last three years:
- |                   |            |           |            |
|-------------------|------------|-----------|------------|
| a.2. Year Ending: | b.2. Gross | a.1. Year | b.1. Gross |
| _____             | _____      | _____     | _____      |
| a.3. Year         | b.3. Gross | a.1. Year | b.1. Gross |
| _____             | _____      | _____     | _____      |
11. Is the firm a small business? ☐ a. Yes    ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes    ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes    ☐ b. No

***I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING \_\_\_\_\_ ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.***

14. a. Signature \_\_\_\_\_

b. Date: \_\_\_\_\_

c. Typed Name \_\_\_\_\_

d. Title: \_\_\_\_\_

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**3.1-1 Clauses and Provisions Incorporated by reference** (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 False Statements in Offers** (July 2004)
- 3.2.2.3-6 Submittals in the English Language** (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals** (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests** (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offer** (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals** (July 2004)
- 3.2.2.3-16 Restricting, Disclosing and Using Data** (July 2004)
- 3.2.2.3-17 Preparing Offers** (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations** (February 2009)
- 3.2.2.3-19 Contract Award** (July 2004)
- 3.2.2.3-20 Electronic Offers** (July 2004)
- 3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number** (April 2006)

**3.2.2.3-20 Electronic Offers** (July 2004)

- (a) The offeror (you) may submit responses to this SIR by the following electronic means fax or email. Your offer must arrive at the place and by the time specified in the SIR.
- (b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..
- (c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
- (d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
- (e) Send your offer electronically to: [Angela.Mihalek@faa.gov](mailto:Angela.Mihalek@faa.gov) or by fax to: **(425) 227-1055**
- (f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

**3.2.2.3-22 Period for Acceptance of Offer** (July 2004)

The offeror (you) agrees that if this offer is accepted within \_\_\_\_ calendar days from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.

(End of provision)

**3.2.2.3-63 Site Visit (Construction) (July 2004)**

(a) AMS clauses 3.2.2.3-42, Differing Site Conditions, and 3.2.2.3-43, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded under this SIR. Accordingly, FAA urges and expects offerors to inspect the site where the work will be performed.

(b) There is a **MANDATORY ONE TIME** site visit offered on **MAY 13, 2010 at 1:00 PM Mountain Daylight Time (MDT)** at the new St. George, Utah Airport. Contractors who would like to attend the site visit must submit an email to: [Blaise.Ungerman@faa.gov](mailto:Blaise.Ungerman@faa.gov) by **2:00 PM (PDT) on May 12, 2010**. In the email please include the following information:

Company's Name:

Name(s) of Representative(s):

Title(s)

Contact Phone Number:

Email Address:

(c) FAA Point of Contact for the Site Visit is Bob Brown, Project Engineer, (303) 342-1837.

(End of provision)

**3.2.4-1 Type of Contract (April 1996)**

The FAA contemplates award of a **FIRM-FIXED PRICE** contract resulting from this Screening Information Request.

(End of provision)

**3.9.1-3 Protest (November 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

**L001. SUBMISSION OF OFFER.**

Each offeror must submit a separate **Business** and **Technical Proposal**.

**L002. BUSINESS PROPOSAL.**

Business Proposal Content (Original plus 3 Copies) It shall include:

- 1) Cover letter stating that **no exceptions** are taken to any specification requirements or contract terms and conditions, **or a detailed summary** of all exceptions taken.
- 2) Signed SOLICITATION, OFFER, AND AWARD Form (SF-1442) and, if applicable, any AMENDMENTS to the RFO (SF-30)
- 3) Part I, Section B, PRICE SCHEDULE
  - **IMPORTANT NOTE:** Any Price Modifications may be submitted electronically in accordance with Section L005. HAND CARRIED OFFERS, MODIFICATIONS AND WITHDRAWALS.
- 4) Part IV, Section K, REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS
- 5) Part IV, Section K, Business Declaration Form

**L003. TECHNICAL PROPOSAL.**

Technical Proposal Content (Original plus 3 Copies) It shall include:

- (a) A prospective offeror must submit a complete technical proposal, which will encompass, but is not limited to, the content set forth herein. All technical proposal areas must be fully addressed. The government reserves the right to use and evaluate any and all available information pertinent to any offeror and its subcontractors, in addition to the data incorporated in the submitted technical proposal, and which may be related to performance periods beyond the last five (5) years.
- (b) Provide a complete list of all proposed subcontractor(s) who may perform on the subject contract. Government evaluation and award will be based in part upon experience and proficiency of the named subcontractors; it is expected and required that these subcontractors work on the subject contract. The resulting contract terms and conditions will state that any changes (i.e. designation of subcontractors or scope of work to be performed) will require the advance written approval of the Contracting Officer.

- (1) For each subcontractor state the following:

Company name  
 Address  
 Phone and FAX number  
 Contact person  
 Scope of work planned

**Criteria #1: Past Performance & Experience – Prime and Subcontractors.**

For each project used to demonstrate the offeror meets or exceeds the evaluation criteria, provide at a minimum the following information:

- a) Project title, description and contract number
- b) Client names, business address, phone numbers, and contact person
- c) Dollar value
- d) Scope of work performed
- e) Performance period (i.e. dates and number of calendar days)
- f) Percentages of work subcontracted and nature of that work
- g) Any contractual issues or technical matters disputed, and resolution thereof.
- h) Any claims and resolution thereof (i.e., nature, number, dollar value).
- i) Any relevant information that would reflect on the offeror's ability to meet schedule constraints.
- j) Any other pertinent information

**\*\*Customer Satisfaction Surveys** - submitted by third (3<sup>rd</sup>) party references (See Attached Form, Section J).

- The offeror is required to have at least three (3) of the attached customer satisfaction survey forms completed and returned to this office *before* the closing date of this solicitation (See Section L003 – SUBMISSION OF CUSTOMER SATISFACTION SURVEYS for more information).

**Criteria #2: Qualification of Key Personnel.**

Provide information for each key personnel proposed that demonstrates the offeror meets or exceeds the evaluation criteria. Resumes will include as a minimum:

- a) Employment history
- b) Education
- c) Training
- d) Years of Experience
- e) Licenses and/or Certificates
- f) References

**Criteria #3: Technical Approach.**

Provide a brief narrative. The offer will be evaluated on the degree to which the offeror demonstrates an adequate technical understanding of the work set forth in the Scope of Work/Specification and relates an adequate approach, sufficient systems and reflects how the offeror intends to efficiently and effectively accomplish the requirements.

**Criteria #4: Company Resources and Capability.**

Provide information to clearly demonstrate adequacy of financial resources. Documents will include as a minimum:

- a) A complete set of financial statements (i.e., balance sheet, income, and cash flow statement) related to the last completed accounting period, including an inclusive CPA's audit opinion (if applicable), and interim year-to-date financial statement if available.
- b) Full disclosure of any unresolved or pending litigation actions.
- c) Bank references and lines of credit
- d) Bonding Agents
- e) Any other relevant information.

**L004. SUBMISSION OF CUSTOMER SATISFACTION SURVEYS.**

All offerors are REQUIRED to have at least three (3) of the attached Customer Satisfaction Surveys completed and returned to this office by a third party reference *before* the solicitation deadline.

Customer Satisfaction Surveys should be emailed to: [Angela.Mihalek@faa.gov](mailto:Angela.Mihalek@faa.gov).

The surveys may also be faxed to: (425) 227-1055, ATTN: Angela Mihalek

**L005. SUBMISSION DATE AND PLACE:**

The due date for receipt of offers is **MAY 27, 2010 at 4:00 PM, Pacific Daylight Time (PDT)**. Offerors wishing to submit an offer, modification or withdrawal through the U.S. Postal Service, Certified and Registered mail, Special Delivery, or U.S. Postal Express Mail shall be addressed to:

DOT, FEDERAL AVIATION ADMINISTRATION  
ACQUISITION MANAGEMENT BRANCH – ANM-52  
ATTN: ANGELA MIHALEK  
1601 LIND AVE S.W.  
RENTON, WA 98057

**L005. HAND CARRIED OFFERS, MODIFICATIONS, AND WITHDRAWALS:**

HAND-CARRIED offers, modifications or withdrawals of offers, and modifications or withdrawals of bids, **HAND DELIVERED** by other types of express mail services (Commercial Carrier, e.g. Federal Express, United Parcel Service, Airborne Express, etc.) **SHALL** be **HAND DELIVERED** to:

DOT, FEDERAL AVIATION ADMINISTRATION  
CUSTOMER SERVICE CENTER (FIRST FLOOR)  
ACQUISITION MANAGEMENT BRANCH – ANM-52  
ATTN: ANGELA MIHALEK  
1601 LIND AVE S.W.  
RENTON, WA 98057

**\*\*IMPORTANT NOTE: EMAILED OR FAXED PRICE MODIFICATIONS (See Section B) WILL BE ACCEPTED FOR THIS SOLICITATION. ALL ORIGINAL MODIFICATIONS MUST BE RECEIVED BY THIS OFFICE WITHIN FIVE (5) CALENDAR DAYS AFTER OFFER DUE DATE. PLEASE SEE CLAUSE 3.2.2.3-20 – ELECTRONIC OFFERS, FOR ADDITIONAL TERMS AND CONDITIONS OF ELECTRONIC SUBMISSIONS.**

(END OF SECTION L)



## PART IV - SECTION M

### EVALUATION FACTORS FOR AWARD

#### M001. EVALUATION FACTORS FOR AWARD:

The Government will make award to the responsible offeror whose proposal conforms to the solicitation terms and conditions, and is considered to be **the lowest priced, technically acceptable proposal**. The Government reserves the right to award on initial offers without discussions or to conduct one-on-one discussions, at the option of the Government, with one or more offerors, as determined necessary by the Contracting Officer, to clarify scope, pricing, responsibility, statements, and omissions.

- (a) The Government will make a contract award based upon this RFO, at the discretion of the source selection official to the responsible offeror whose submittal conforms to the solicitation terms and conditions, and is considered to be **the lowest priced, technically acceptable proposal**.
- (b) The Government reserves the right to (1) reject any or all submittals if such action is in the public interest, (2) accept other than the lowest cost/price submittal, and (3) waive informalities and minor irregularities in offers received.
- (c) The Government intends to evaluate submittals and award a contract, either on initial submittals without communications, or subsequent submittals with communications. In evaluating the submittals, the Government may conduct written or oral communications with any and /or all offerors, and may down-select the firms participating in the competition to only those offerors most likely to receive award. A submittal in response to an RFO should contain the offeror's best terms from a cost or price and technical standpoint.
- (d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer, as provided in paragraph 9c) above, whether or not there are communications after its receipt, unless a written notice of withdrawal is received before award. Communications conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.
- (e) The Government may determine (if applicable) that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on price significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the Government, even though it may be the lowest evaluated offer.
- (f) The Government may disclose the following information in post-award debriefings to other offerors, (1) the source selection official's decision; (2) the offeror's evaluated standings relative to the successful offeror(s); and (3) a summary of the evaluation findings relating to the offeror.

#### M002. TIERED EVALUATION OF PROPOSALS:

A tiered evaluation of offers will be used in this source selection. Offers from other than small business concerns will only be considered after the determination that an insufficient number of offers from responsible small business concerns were received. Once offers are received the FAA will evaluate a single tier of offers according to the order of precedence specified in this SIR. At least two qualified offers in a given tier are required in order to consider an award. If no award can be made at the first tier,

the evaluation will proceed to the next higher lettered tier, combining offers from all previously considered tiers until award can be made. The tiered order of precedence for considering offers is (from first to last):

- a) Socially and economically disadvantaged business (SEDB) expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program.
- b) Service-disabled veteran owned small business (SDVOSB).
- c) Small Business.
- d) Other-than small business.

### **M003. EVALUATION CRITERIA:**

Prospective offerors are required to submit a technical proposal as discussed herein. Proposals will be technically evaluated as either **“Acceptable”** or **“Unacceptable”** on the basis of the following criteria. Any proposal determined to be “Unacceptable” in any evaluated area, criteria, or sub-element thereof, will render the entire proposal to be unacceptable and therefore rejected from further consideration.

#### **(1) Past Performance & Experience - Prime and Subcontractors**

- **Customer Satisfaction Survey Forms**

#### **(2) Qualifications of Key Personnel**

#### **(3) Technical Approach**

#### **(4) Company Resources and Capability**

### **M004. QUALIFICATIONS:**

An offeror must meet the following qualifications in order to be eligible for award for each evaluation criteria:

#### **(1) Past Performance & Experience – Prime and Subcontractors**

- Successful completion of at least three (3) construction projects of equal or greater size and complexity within the last five (5) years. For instance, experience with the installation of NAVAIDS systems on Airports and Runways as the prime contractor or as a major subcontractor.

#### **Customer Satisfaction Survey Forms** (submitted by third (3<sup>rd</sup>) party references)

- The offeror must have at least three (3) of the attached Customer Satisfaction Survey Forms received before the solicitation deadline with an average score of 3.5 or more.

#### **(2) Qualifications of Key Personnel**

- **Project Manager** – At least (3) years experience in this position, with at least one FAA NAVAIDS installation on a an operating airport similar to the St. George, Utah Airport as the Project Manager; AND

- **Site Superintendent** – At least (3) years experience in this position, with at least one FAA NAVAIDS installation on a an operating airport similar to the St. George, Utah Airport as the Site Superintendent

**(3) Technical Approach**

- The offer will be evaluated on the degree to which the offeror demonstrates an adequate technical understanding of the work set forth in the Scope of Work/Specification and relates an adequate approach, sufficient systems and reflects how the offeror intends to efficiently and effectively accomplish the requirements.

**(4) Company Resources and Capability**

- Availability of manpower, equipment, other resources, and bonding capacity, to perform the subject project within the schedule requirements for this project.

**M005. CONSIDERATION OF PRICE:**

The Government will make award based on successful negotiation of price and conformance with solicitation terms and conditions to the offeror that is considered to be **lowest priced, technically acceptable proposal**.

(END OF SECTION M)